



Contract ID#: CQHI15000009

Contract Details

E-111-15

SERVICE ESG

NIFS ID #: CQHI15000009

NIFS Entry Date:

Term: from 9/1/2014 to 8/31/2016

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Bethany House	Vendor ID# 112848726
Address 102 Whitehouse Avenue Roosevelt, NY 11575	Contact Person Aimee Koonman
	Phone (516)546-7970

County Department
Department Contact Cherie Edmonston
Address 40 Main Street, 3 rd Fl. Hempstead, NY 11550
Phone 572-0842

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	4-28-15	Kevin Crean	
	OMB	NIFS Approval <input type="checkbox"/>	5/29	Carol Koonman	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval <input type="checkbox"/>			
	Department	Vendor Administration <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>			
6/4/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	6/5/15	J. Amato	
6/5/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/9/15	AL & RL	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	9/10/15	Concetta A. DeLuca	
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
6/10/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/10/15	CLM	



Contract Summary

Description:

Purpose: Administering the ESG Program Activities and providing ESG eligible services satisfactory to the County and consistent with any standards required as a condition for providing these ESG funds.

Method of Procurement: The Nassau County Office of Housing and Community Development (OHCD) is the administering Agency for the Consolidated Plan Funding received through an annual allocation from the US department of Housing and Urban Development (HUD)

Procurement History: ESG Regulations allow for the allocation of funding directly to subrecipients to undertake eligible activities (24 CFR Part 570.503). Funding under the attached contracts is awarded in compliance with these regulations through a formal application process.

Description of General Provisions: Subrecipient will undertake ESG eligible activities listed in the contract

Impact on Funding / Price Analysis: None – 100% federally funded
N/A

Change in Contract from Prior Procurement: N/A

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	HI
Resp:	9540
Object:	500
Transaction:	103

RENEWAL	
% Increase	0
% Decrease	0

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	\$0.00
County	\$0.00
Federal	\$100,000.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
TOTAL	\$100,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	HIGRT9593FED	\$100,000.00
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
TOTAL		\$100,000.00

Document Prepared By: Cherie Edmonston, Program Dev. Supervisor

Date

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>6/10/15</i>
Date	Date	(For Office Use Only)
		E #:

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY OFFICE OF HOUSING AND HOMELESS SERVICES AND
BETHANY HOUSE OF NASSAU COUNTY CORPORATION

WHEREAS, the County has negotiated a personal services agreement with Bethany House of Nassau County Corporation to provide and administer Emergency Shelter Grant activities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Bethany House of Nassau County Corporation

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOHN SARCONI
DIRECTOR

KEVIN J. CREAN
DEPUTY DIRECTOR

NASSAU COUNTY OFFICE OF COMMUNITY DEVELOPMENT

40 MAIN STREET
HEMPSTEAD, NY 11550
516-572-1915
Facsimile: 516-572-1983

Website: <http://www.nassaucountyny.gov/agencies/OCD/index.php>

MEMORANDUM TO: Nassau County Comptroller's Office

FROM: John R. Sarcone, Executive Director

SUBJECT: Allocation of Community Development Block (CDBG) Program Funds, HOME Investment Partnerships (HOME) Program Funds and Emergency Solutions Grant Program Funds

The Nassau County Office of Community Development (OCD) is the administering agency for the Consolidating Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD).

The Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant Program regulations allow for funding directly to subrecipients to undertake eligible activities. Funding under the attached contract is awarded in compliance with these regulations through a formal application process initiated by OCD. Funding is determined by a committee and approved by the Nassau County Legislature and HUD through the Nassau Urban County Consortium Annual Action Plan. There is no procurement or competitive bid involved as these are Federal Pass Through dollars.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Bethany House

CONTRACTOR ADDRESS: 102 Whitehouse Avenue, Roosevelt, NY 11575

FEDERAL TAX ID #: 112848726

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☒ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

4-28-15

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

LINK TO:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

4:14 PM

DOCUMENT : CQHI15000009 - 01 INPUT PER: 02 2015 AMOUNT : 100,000.00

TRANS CODE : 103 CONTRACT ENCUMBRANCE WITH OUT PRIOR PRE-ENCUMBRANCE
DOCUMENT REF :
TRANS DESC. : ESG 40TH PY ACTIVITES AS LISTED EXHIBIT A
TRANS AMOUNT : 100,000.00
INDEX : HIGRT9593FED EMERGENCY SHELTER
SUBJECT : DE500 MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC :
GRANT : HI95 EMERGENCY SHELTER
GRANT DETAIL : 40 EMERGENCY SHELTER GRANT (ESG) 14/15
PROJECT :
PROJECT DETAIL :
START DATE :
END DATE :

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G014 - RECORD FOUND

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : EDMONSTON, CHERIE 2-0852
DOCUMENT NUMBER : CQHI15000009 INITIATING DEPT : HI
INPUT PERIOD (MM YYYY) : 02 2015 FEBRUARY
VENDOR NUMBER / SUFFIX : 112848726 01 APPROVAL TYPE : 01
VENDOR NAME : BETHANY HOUSE OF NASSAU COUNTY CORP.
VENDOR ADDRESS : 102 WHITEHOUSE AVENUE
ROOSEVELT NY 11575
COUNTRY : USA
ALPHA VENDOR : BETHANY HOUSE OF NASSAU
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : 100,000.00 CURRENCY CODE :
NUMBER OF LINES : 1 RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS : NOTEPAD (Y OR N) : N
POSTING/EDIT ERRORS :
F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

02/09/2015
4:14 PM

DOCUMENT CATEGORY : CQ CONTRACT NON-CAPITAL
ENTERED BY : EDMONSTON, CHERIE 2-0852
DOCUMENT NUMBER : INITIATING DEPT : HI
INPUT PERIOD (MM YYYY) : 02 2015 FEBRUARY
VENDOR NUMBER / SUFFIX : APPROVAL TYPE :
VENDOR NAME :
VENDOR ADDRESS :

COUNTRY :
ALPHA VENDOR :
BANK NUMBER : TREAS NO :
DUE DATE : SINGLE CHECK :
DOCUMENT AMOUNT : CURRENCY CODE :
NUMBER OF LINES : RESPONSIBLE UNIT :
TRANSACTION CODE HASH :
TERMS :
POSTING/EDIT ERRORS : NOTEPAD (Y OR N) :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
APPROVAL PATH FOUND AND SUCCESSFULLY BUILT FOR DOCUMENT NUMBER : CQHI15000009

EMERGENCY SHELTER GRANT SUBRECIPIENT CONTRACT

BETWEEN THE COUNTY OF NASSAU

AND

Bethany House of Nassau County Corporation

THIS AGREEMENT, dated as of the date last executed by the County (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Housing and Homeless Services, having its principal office at 40 Main Street, 1st Floor, Hempstead, NY 11550 ("OHHS"), and (ii) Bethany House of Nassau County Corporation, a not-for-profit corporation duly formed under the laws of the State of New York, having its principal office at 102 Whitehouse Avenue, Roosevelt, NY 11575 (the "Subrecipient").

WITNESSETH:

WHEREAS, the County has applied for and received Emergency Shelter Grant Program (hereinafter referred to as "ESG") funds from the United States Government under Title 24 of the Stewart B. McKinney Homeless Assistance Act of 1987 (as amended 2004), (the "ESG Program"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such ESG funds for activities eligible under the ESG Program; and

WHEREAS, said ESG Program is fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

WHEREAS, the Subrecipient desires to perform the activities described in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on September 1, 2014, and terminate on August 31, 2016 or upon completion of the Activities, as defined below, but no later than August 31, 2016.

2. Scope of Activities; Budget.

(a) Activities. The Subrecipient shall provide and administer the ESG activities, as hereinafter described in accordance with the Title 24 CFR Subchapter C and with the provisions of this Agreement (hereinafter "Activities").

(i) Such Activities shall include those activities included in the ESG funds budget attached to this contract as **Exhibit A**.

(ii) The Subrecipient shall make no unauthorized changes in the ESG Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Subrecipient and approval by the Director of OHHS. All other changes must be amended in accordance with Section 13 of this Agreement.

(b) Budget. The Subrecipient has submitted for approval to OHHS a detailed ESG funds budget, which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County and the Subrecipient may mutually agree to revise said budget from time to time in accordance with existing County and/or HUD policies. The County will pay to Subrecipient ESG funds consistent with Subrecipient's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Subrecipient will be made for eligible expenses actually incurred and shall not exceed actual cash requirements. Payments shall be adjusted by the County in accordance with the advance of ESG funds and ESG Program income balances available in Subrecipient accounts.

3. Performance Monitoring (a) OHHS shall monitor the performance of the Subrecipient in accordance with the goals and performance standards as set forth in Title 24 of the CFR Parts 84 and 576 and as stated and required herein. Substandard performance as reasonably determined by OHHS, in its discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time from receipt of written notification by OHHS, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the applicable federal regulations.

(b) The Subrecipient shall monitor all subcontracted Activities on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to OHHS on a quarterly basis or as otherwise required by the County or OHHS but not more frequently than monthly. However, where such report indicates non-compliance, the Subrecipient shall provide additional reports at the County's request; such reports shall be supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

4. Procurement

(a) The Subrecipient shall comply with its procurement procedures which reflect applicable State and local laws, rules and regulations provided that the procurements conform to all applicable Federal law and the standards contained in 24 CFR 84.40 et seq. These standards include, without limitation, maintaining (i) a contract administration system; (ii) a written code of conduct governing the performance of employees engaged in the award and administration of contracts, which code shall include conflicts of interest provisions compliant with 24 CFR 576.57; (iii) a procedure for certification of a contractor or subcontractors eligibility (24 CFR 84.13); and (iv) a system to ensure compliance with affirmative action laws and regulations.

(b) Upon request of the County, the Subrecipient shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. The County shall use best efforts to make such requests prior to the commencement of the procurement solicitation.

(c) The Subrecipient shall ensure that all of its contracts with providers contain language which reflects the requirements listed in 24 CFR section 84.40 through 84.48, inclusive, and 24 CFR 84 Appendix A.

(d) The Subrecipient shall procure materials in accordance with the requirements of 24 CFR 84, Subpart C.

(e) The Subrecipient shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with ESG funds provided herein. Upon termination of this Agreement, all program assets, including property, equipment and program income resulting from the sale thereof, shall be disposed of in accordance with 24 CFR 84.32-.35.

(f) All compensation for consulting services paid for with ESG funds shall comply with OMB Circular A-122 Attachment B.

(g) The provisions of this section shall survive the termination of this Agreement.

5. Payment.

(a) Amount of Grant. The amount to be paid to the Subrecipient for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ESG funds budget attached to this contract as Exhibit A, payable as follows: Advance payments as provided in Section 2(b) and drawdowns for the payment of eligible expenses shall be made upon standard Nassau County claim vouchers certified by the Subrecipient, reviewed and approved by OHHS for eligibility under the ESG Program and for compliance with the terms of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Subrecipient in arrears and shall be expressly contingent upon (i) the Subrecipient submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Activities performed and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Subrecipient during the preceding month, and (ii) review, approval and audit of the Voucher by OHHS and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). Drawdowns for the payment of eligible expenses shall be made against the Activities specified herein and in accordance with applicable performance requirements. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 84.

(c) Timing of Payment Claims. The Subrecipient shall use its best effort to submit payment claims no later than three (3) months following the provision of the Activities that are the subject of the claim. The parties recognize that Vouchers submitted for Activities provided during the term of this Agreement but prior to its execution may be submitted later than three months following the provision of Activities.

(d) Reimbursement by the Subrecipient Upon Loss of Funding. In accordance with the relevant regulations under Title 24 CFR and in addition to any other remedies available to the County, in the event that the County loses funding from the Federal Government for any Activities arising out of or in connection with any act or omission of the Subrecipient or a Subrecipient Agent, the Subrecipient shall pay the County, on demand, or the County shall debit the Subrecipient's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government.

(e) No Duplication of Payments. Payments for the Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source including the County.

6. Independent Contractor. The Subrecipient is an independent contractor of the County. The Subrecipient shall not, nor shall any officer, director, employee, servant, agent or independent contractor or subcontractor of the Subrecipient (a "Subrecipient Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. No Arrears or Default. The Subrecipient hereby warrants and represents that it is not in arrears to the County upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the County whatsoever, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance With Law.

(a) The Subrecipient shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Subrecipient is bound by and shall comply with the terms of Appendix EE, if applicable, and Exhibit B, which are attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Subrecipient agrees as follows:

- (i) Subrecipient shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Subrecipient has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Subrecipient to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Other Program Requirements. The Subrecipient shall carry out the Activities in compliance with all laws and regulations contained in 24 CFR 576.53 Subpart E, and as may be amended from time to time, except that the Subrecipient shall not assume the County's environmental responsibilities described in 24 CFR 576.57 or the review process responsibilities under 24 CFR parts 50 and 58.

(d) Environmental Compliance. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not

constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the Activities is conditioned on the County's determination to proceed with or modify the Activities or cancel the funding hereunder for same based on the results of a subsequent environmental review.

9. Minimum Performance Standards. Regardless of whether required by Law: (a) The Subrecipient shall, and shall cause Subrecipient Agents to, conduct its, his, or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Subrecipient shall provide and administer Activities under this Agreement in a professional manner consistent with the best practices of the industry in which the Subrecipient operates. The Subrecipient shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining, maintaining and causing all Subrecipient Agents to obtain and maintain all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

10. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Subrecipient acknowledges that Subrecipient Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Subrecipient of such request prior to disclosure of the Information so that the Subrecipient may take such action as it deems appropriate.

11. Indemnification; Defense; Cooperation. (a) The Subrecipient shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Subrecipient or a Subrecipient Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Subrecipient shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Subrecipient shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Subrecipient's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Subrecipient is responsible under this Section, and, further to the Subrecipient's indemnification obligations, the Subrecipient shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Subrecipient shall, and shall cause Subrecipient Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Subrecipient and/or a Subrecipient Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

12. Insurance. (a) Types and Amounts. The Subrecipient shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Subrecipient's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may reasonably request from time to time. Notwithstanding the foregoing, the insurance required under this Agreement shall at a minimum be sufficient to protect the Agreement assets from loss due to theft, fraud or undue physical damage. The Subrecipient shall at all times comply with the bonding and insurance requirements of OMB Circular A-110.

(b) In the event that the Subrecipient is self-insured, the Subrecipient shall, upon execution of this Agreement, provide written notice of same to the County. This provision shall only apply to Subrecipients who are municipalities, unless self-insurance is otherwise approved by the County.

(c) Acceptability; Deductibles. All insurance required herein shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and A rated and (ii) in form and substance acceptable to the County. The Subrecipient shall be solely responsible for the payment of all deductibles to which such policies are subject.

(d) Contractors and Subcontractors. The Subrecipient shall, unless granted a waiver by the County, require any contractor or subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required under subparagraph (a) and shall ensure that such contractors and subcontractors comply with the requirements of this Section.

(e) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to OHHS. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Subrecipient shall provide written notice to the OHHS of the same and deliver to the OHHS renewal or replacement certificates of insurance. The Subrecipient shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Subrecipient to maintain Workers' Compensation Insurance or the failure of the Subrecipient to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. Recognition of County. The Subrecipient shall ensure recognition of the role of the grant or agency in providing Activities through this Agreement.

15. Suspension and Termination.

(a) For Convenience.

(i) This Agreement may be terminated in accordance with 24 CFR 85.44. Notice of termination shall be delivered at least thirty (30) days prior to the effective date of termination. Where the Subrecipient requests partial termination, the County may, upon the determination that the remaining portion of the award will not accomplish the purposes for which the award was made, terminate the award in its entirety.

(ii) All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient shall, at the County's option, become the property of the County. The Subrecipient shall be entitled to receive reasonable compensation for any satisfactory work completed on such documents or materials prior to termination for convenience.

(b) Noncompliance.

(i) Where the Subrecipient fails to materially comply with any term of an award, whether stated in any Federal statute or regulation, an assurance or application or notice of award or elsewhere, the County may, in accordance with 24 CFR 85.43 and in addition to any legally available remedy: temporarily withhold cash payments; disallow all or part of the cost of an activity or action; wholly or partly suspend or terminate the award for the Subrecipient's program; and/or withhold future awards.

(ii) The County shall provide the Subrecipient with an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under statute or regulation applicable to the action involved.

(iii) Pursuant to 24 CFR 84.62(c), costs incurred by the Subrecipient during suspension or after termination of an award shall not be allowed without the express written approval of the County.

(c) Accounting Upon Termination: Within thirty (30) days of the termination of this Agreement, and in accordance with 24 CFR 570.503, the Subrecipient shall provide OHHS with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(d) Reversion of Assets. Real property in the Subrecipient's control at the time of termination that was acquired or improved in whole or in part with ESG funds (including ESG funds provided to the Subrecipient in the form of a loan) in excess of \$ 25,000.00 must either be:

(i) Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement or for such longer period of time as set forth in Exhibit A, or

(ii) If not used in accordance with 24 CFR 570.208, the Subrecipient shall pay to the County an amount equal to the current market value of the

property less any portion of the value attributable to expenditures of non-ESG funds for the acquisition of, or improvement to the property. The payment is program income to the County. No payment will be required after the period of time specified in 15(d)(i).

(e) Reimbursement Upon Termination. Payment to the Subrecipient following termination shall be in accordance with 24 CFR 84.62 but in no event shall payment exceed authorized expenditures made prior to termination

16. Accounting Procedures; Records. (a) The Subrecipient shall comply with 24 CFR Part 84 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred; and shall comply with the compliance requirements applicable to the Federal program including the audit requirements of OMB Circular A-133.

The Subrecipient shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if a Subrecipient or a Subrecipient contractor or subcontractor is a non-profit entity, that entity must comply with the accounting guidelines set forth in the Federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations."

(b) The Subrecipient shall maintain all financial and programmatic records required by the Federal regulations specified in 24 CFR Part 576, including relevant provisions contained in 24 CFR Part 84, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the ESG Program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, conversion, improvement, use or disposition of real property acquired or improved with ESG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
- vi. Financial records as required by 24 CFR 84; and
- vii. Other records necessary to document compliance with 24 CFR 576.

Such Records shall at all reasonable times be available for audit and inspection by the County Comptroller or his or her duly designated representative, OHHS, any other governmental authority with jurisdiction over the performance of Activities and the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives.

The Subrecipient shall require each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(c) Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for Activities and Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHHS for monitoring and auditing purposes.

(d) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

(e) Close-Outs. Subrecipient obligations to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

(f) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby warrants, covenants and agrees to have an annual agency audit conducted in accordance with current local policy concerning Subrecipient audits.

17. Program Income.

a. The Subrecipient shall report on a monthly basis all program income generated by Activities carried out with ESG funds made available under this Agreement. The use of program income shall be conditioned on prior written approval from the Director of OHHS, or shall be returned to the County by the Subrecipient.

b. The Subrecipient will apply program income in accordance with 24 CFR 84.24 and other applicable regulations.

c. The provisions of this Section 17 shall survive the termination of this Agreement.

18. Monitoring by Subrecipient

a. The Subrecipient shall monitor all subcontracted services on a regular basis to ensure agreement compliance. The results of monitoring efforts shall be summarized in written reports. Where such monitoring reveals areas of non-compliance by subcontractors, the Subrecipient shall submit reports supported with documented evidence of follow-up action taken to correct areas of noncompliance.

b. The Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. The Subrecipient shall undertake to ensure that, where required, all subcontracts let in the performance of this Agreement shall be awarded in a fair and open competition basis in accordance with 24 CFR part 84. Upon request, executed copies of all contracts and subcontracts shall be forwarded to OHHS along with documentation concerning the selection process.

19. Relocation, Acquisition and Displacement. The Subrecipient agrees to comply with 24 CFR 576.59 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.

20. Limitations on Actions and Special proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Subrecipient shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the applicable Deputy County Executive ("DCE") for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Subrecipient shall send or deliver copies of the documents presented to the applicable DCE under this section 20 to each of (i) OHHS and the (ii) the County Attorney (at 1 West Street, Mineola, NY 11501) on the same day that the documents are sent or delivered to the applicable DCE. The complaint or necessary moving papers of the Subrecipient shall allege that the above-

described actions and inactions preceded the Subrecipient's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, or (ii) the time specified in any other provision of this Agreement.

21. Work Performance Liability. The Subrecipient is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Subrecipient is using a Subrecipient Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Subrecipient Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Federal Court in Islip, New York or the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State or the Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to OHHS, to the attention of the Director at the address specified above for OHHS, (ii) if to an applicable DCE, to the attention of said DCE (whose name the Subrecipient shall obtain from OHHS) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Subrecipient, to the attention of the person who executed this Agreement on behalf of the Subrecipient at the address specified above for the Subrecipient, or in each case to such other persons or addresses as shall be designated by written notice given to the other parties.

24. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of

either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subclause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

26. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

27. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the County from the Federal Government.

IN WITNESS WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written.

Bethany House of Nassau County Corporation

By: S. Aimee Koonmen

Name: S. AIMEE KOONMEN

Title: EXEC. DIRECTOR

Date: 1-13-15

NASSAU COUNTY

By: _____

Name: _____

Title: _____

☐ County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13 day of JANUARY in the year 2015 before me personally came S. AIMEE KOONMEN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the EXEC. DIRECTOR of BETHANY HOUSE & NASSAU CITY, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Christine K. Coffie
NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC

Exhibit A
Budget

Activity Code: ESG 40-09
Bethany House of Nassau County Corporation.

Scope of Services:

All funds disbursed under this contract will be used to administer Emergency Shelter Grant Program (ESG) activities and to provide ESG eligible services. All activities shall be carried out in compliance with the regulations set forth in Title 24 of the CFR Parts 84 and 576.

§ 576.102 Emergency shelter component.

(a) *General.* Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

(1) *Essential services.* ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

(i) *Case management.* The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:

(A) Using the centralized or coordinated assessment system as required under § 576.400(d);

(B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility;

(C) Counseling;

(D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

(E) Monitoring and evaluating program participant progress;

(F) Providing information and referrals to other providers;

(G) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

(H) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

(ii) *Child care.* The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

(iii) *Education services.* When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

(iv) *Employment assistance and job training.* The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

(v) *Outpatient health services.* Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

(vi) *Legal services.* (A) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.

(B) Emergency Solutions Grant (ESG) funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.

(C) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.

(D) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.

(E) Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

(F) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

(vii) *Life skills training*. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

(viii) *Mental health services*. (A) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.

(B) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

(C) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

(D) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

(ix) *Substance abuse treatment services.* (A) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

(B) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

(C) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

(x) *Transportation.* Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

(A) The cost of a program participant's travel on public transportation;

(B) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(C) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

(D) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

(xi) *Services for special populations.* ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

(2) *Renovation.* Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

(3) *Shelter operations.* Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate

emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

(4) *Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)*. Eligible costs are the costs of providing URA assistance under § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered “program participants” for the purposes of this part, and relocation payments and other URA assistance are not considered “rental assistance” or “housing relocation and stabilization services” for the purposes of this part.

(b) *Prohibition against involuntary family separation*. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

(c) *Minimum period of use*. (1) *Renovated buildings*. Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The “value of the building” is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

(i) *Major rehabilitation*. If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years.

(ii) *Conversion*. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.

(iii) *Renovation other than major rehabilitation or conversion*. In all other cases where ESG funds are used for renovation, the minimum period of use is 3 years.

(2) *Essential services and shelter operations*. Where the recipient or subrecipient uses ESG funds solely for essential services or shelter operations, the recipient or subrecipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The recipient or subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.

(d) *Maintenance of effort.* The maintenance of effort requirements under § 576.101(c), which apply to the use of ESG funds for essential services related to street outreach, also apply for the use of such funds for essential services related to emergency shelter.

Continued Use As An Emergency Shelter: The ESG regulations at 24 CFR § 576.53 require that shelters provided with assistance involving the rehabilitation of an existing facility be maintained as a shelter for homeless individuals and families for not less than (3) three years from the date of execution of this contract. In the case where ESG funding is used to assist in the major rehabilitation of an existing homeless shelter or the conversion of a building for use as a homeless shelter, the required period of use is not less than ten (10) years from initial occupancy following major rehabilitation or conversion. Where the only ESG funding provided is to support shelter operation and/or the provision of essential services, the regulations require that the funds be used for the stated purpose “without regard to a particular site or structure as long as the same general population is served.” “Same General Population” is defined as either the same types of homeless persons originally served with ESG assistance (i.e., battered spouses, runaway children, families, or mentally ill individuals), or persons in the same geographic area. Homeless prevention activities do not trigger any period of use requirements with regard to program facilities.

Matching Funds Requirement Under this Contract: The total of non-federal matching funds required under this contract is equal to One hundred (100%) percent of the funds awarded. Eligible forms of matching contributions and methods for calculating the match are covered in the ESG regulations at 24 CFR § 576.51.

Total Budget:

The total budget under this contract is One Hundred Thousand Dollars (\$100,000.00).

<u>Activity</u>	<u>Budget</u>
Operations	<u>\$100,000.00</u>
Total	<u>\$100,000.00</u>

Exhibit B

Additional Federal Requirements

I. GENERAL FEDERAL CONDITIONS:

A. General Compliance. The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient subcontracts to another organization, the Subrecipient must prepare and enter into a written subrecipient agreement or subcontract. The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

C. General Conduct

1. Hatch Act. The Subrecipient shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to

participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. It will execute comply with the Lobbying Certification obligation as follows:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

II. ENVIRONMENTAL CONDITIONS

A. General Environmental Compliance. The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58).

B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

NEPA requires environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, other applicable federal and state environmental and historic regulations impact activities funded with CDBG monies. Subrecipients are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project. Subrecipients must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.

To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before committing any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal

funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient with notification regarding the release of funds.

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program.

D. Lead-Based Paint. The Subrecipient shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement.

Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to

work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards. The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

C. "Section 3" Clause

1. General. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment shall be given to lower income residents of the area of the Section 3 covered project. It also requires that, contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this

Agreement, binding upon the County, the Subrecipient and subcontractors, their successors and assigns to those sanctions specified by the agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

2. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient shall further comply with these "Section 3" requirements and shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient shall further to ensure that opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies that there exist no contractual or other legal incapacity that would prevent the Subrecipient's compliance with these requirements.

b. Notifications. The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. The Subrecipient shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IV. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

V. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Nondiscrimination. The Subrecipient shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in

undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

4. Section 504. The Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE). The Subrecipient shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Appendix EE

Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

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- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to

expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no

charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

S. AIMEE KOONMEN (Name)

102 WHITEHOUSE AVE. ROOSEVELT NY (Address)

516 546-7970 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1-13-15
Dated

Saimée Koonmen
Signature of Chief Executive Officer

S. AIMEE KOONMEN
Name of Chief Executive Officer

Sworn to before me this

13 day of JANUARY, 2015

Christine K. Coffie
Notary Public





Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Bethany House

2. Dollar amount requiring NIFA approval: \$ 100,000.00

Amount to be encumbered: \$ 100,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 09-01-2014 to 08-31-2015

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☐ General Fund (GEN) ☒ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % 100
☐ Other State % _____
County % _____

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The Nassau County Office of Housing and Homeless Services (NCOCD) is the administering agency for the consolidated Program funding received through an annual allocation from the U.S. Department of Housing and Urban Development (HUD). The Emergency Solutions Grant (ESG) Program regulations allow for the allocation of funding directly to Sub-recipients to undertake eligible activities (\$24 576.25). funding decisions are made in compliance with these regulations a formal application process initiated by NCOCD.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CAH1140000 3 of \$120,000

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

Signature R. Baller Title _____ Date 6/2/15

Print Name _____**COMPTROLLER'S OFFICE**

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

 Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature	Title	Date
-----------	-------	------

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature	Title	Date
-----------	-------	------

Print Name _____

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

LINK TO:

GRANT SUMMARY INQUIRY

2:09 PM

ACTIVE

BALANCE (Y,M,Q,A) : A FUNDING PERIOD : CURRENCY CODE :

FISCAL MO/YEAR : 05 2015 MAY 2015 GRANT END DATE: 02/28/2016 A

GRANT : H195 EMERGENCY SHELTER

GRANT DETAIL : 40 EMERGENCY SHELTER GRANT (ESG) 14/15

CHARACTER

OBJECT : X

FUND TYPE

FUND

SUBFUND

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
FA	FEDERAL AID - REIM	720,324			-720,324
	REVENUE TOTAL	720,324			-720,324
AA	SALARIES, WAGES &	30,000			30,000
AB	FRINGE BENEFITS	16,024			16,024
DE	CONTRACTUAL SERVIC	666,300			666,300
HH	INTERFD CHGS - INT	8,000			8,000
	EXPENDITURE TOTAL	720,324			720,324

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G014 - RECORD FOUND

Page 1 of 4

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: BETHANY HOUSE OF NASSAU COUNTY CORP.

Address: 102 WHITEHOUSE AVE,

City, State and Zip Code: ROOSEVELT NY 11575

2. Entity's Vendor Identification Number: 11-2848726

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ N-F-P CORP. ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHMENT "A"

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

N/A

Page 2 of 4

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

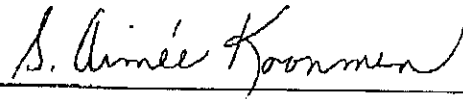
N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: JUNE 5, 2015

Signed:



Print Name: S. AIME KKOMEN

Title: EXECUTIVE DIRECTOR

Page 4 of 4:

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

ATTACHMENT "A"

BETHANY HOUSE OF NASSAU COUNTY CORPORATION**BOARD OF DIRECTORS 2014 - 2015**

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Aimee Koonmen, OP [Founder, CEO]
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Roosevelt NY 11575
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bethanyhouse@aol.com

Honorary Board Member:

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ckerwick@optonline.net